

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. C A D 0 8 6 5 1 0 0 0 5 0 9   5   0 8		Manifest Document No.		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.																	
3. Generator's Name and Mailing Address Douglas Aircraft Co., M/S D009-D020 3855 Lakewood Blvd., Long Beach, CA 90846						A. State Manifest Document Number 98309508																			
4. Generator's Phone ( 562 496-6524						B. State Generator's ID H A E F 3 6 0 0 5 6 9 8																			
5. Transporter 1 Company Name Safety-Kleen Corp.						C. State Transporter's ID																			
6. US EPA ID Number I L D 9 8 4 9 0 8 2 0 2						D. Transporter's Phone (800) 669 - 5740																			
7. Transporter 2 Company Name						E. State Transporter's ID																			
8. US EPA ID Number						F. Transporter's Phone																			
9. Designated Facility Name and Site Address Safety-Kleen Corp. 2120 South Yale St. Santa Ana, CA 92704						G. State Facility's ID																			
10. US EPA ID Number C A T 0 0 0 6 1 3 9 7 6						H. Facility's Phone (714) 241-7047																			
11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)						12. Containers No. Type		13. Total Quantity		14. Unit Wt/Vol		1. Waste Number													
a. RQ, Waste compound cleaning liquid (Monoethanolamine), 3, NA1993, PGII (D001)						001 DM 000 70 P						State 213 EPA/Other D001													
b. RQ, Waste flammable liquids, n.o.s. (Petroleum naphtha), 3, UN1993, PGII (D001)						002 DM 000 890 P						State 213 EPA/Other D001													
c.												State EPA/Other													
d.												State EPA/Other													
J. Additional Descriptions for Materials Listed Above 11a. C00590P, Cleaning liquid DR-13041 11b. C00490P, Part cleaning solution DR-13042, DR-13043						K. Handling Codes for Wastes Listed Above a. b. c. d.																			
15. Special Handling Instructions and Additional Information 24 Hour Emergency Telephone Number (800) 424- 9300 (Chemtrec). DOT ERG#11a-b) 128 Site Address: 19503 South Normandie Ave, Torrance, CA 90502																									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.  If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.																									
Printed/Typed Name Marcia Sattgast						Signature Marcia Sattgast						Month 12		Day 11		Year 98									
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Joseph M. Lortrey						Signature Joseph M. Lortrey						Month 12		Day 11		Year 98									
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name						Signature						Month		Day		Year									
19. Discrepancy Indication Space																									
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Printed/Typed Name BRENDA PEREZ														Signature Brenda Perez						Month 12		Day 14		Year 98	

DO NOT WRITE BELOW THIS LINE.

Yellow: TSDF SENDS THIS COPY TO GENERATOR WITHIN 30 DAYS.  
(Generators who submit hazardous waste for transport out-of-state, produce completed copy of this copy and send to DTSC within 30 days.)

98309508  
IN CASE OF EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8802. WITHIN CALIFORNIA, CALL 1-800-852-7550

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of 1	Information in the shaded areas is not required by Federal law.
3. Generator's Name and Mailing Address Douglas Aircraft Co., M/S D009-D020 3855 Lakewood Blvd. Long Beach, CA 90846		CAD08651000509508			A. State Manifest Document Number 98309508
4. Generator's Phone (562) 496-8524					B. State Generator's ID HAEF36005698
5. Transporter 1 Company Name Safety-Kleen Corp.		6. US EPA ID Number ILD984908202			C. State Transporter's ID
7. Transporter 2 Company Name		8. US EPA ID Number			D. Transporter's Phone (800) 669-5740
9. Designated Facility Name and Site Address Safety-Kleen Corp. 2120 South Yale St. Santa Ana, CA 92704		10. US EPA ID Number CAT000613976			E. State Transporter's ID
					F. Transporter's Phone
					G. State Facility's ID
					H. Facility's Phone (714) 241-7047
11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)		12. Containers No. Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste Number
a. RQ. Waste compound cleaning liquid (Monoethanolamine), 3, NA1993, PGII (D001)		001 DM00070		P	State 213 EPA/Other D001
b. RQ. Waste flammable liquids, n.o.s. (Petroleum naphtha), 3, UN1993, PGII (D001)		002 DM00290		P	State 213 EPA/Other D001
c.					State EPA/Other
d.					State EPA/Other
J. Additional Descriptions for Materials Listed Above 11a. C00590P. Cleaning liquid OR-13041 11b. C00490P. Part cleaning solution OR-13042, OR-13043		K. Handling Codes for Wastes Listed Above a. b. c. d.			
15. Special Handling Instructions and Additional Information 24 Hour Emergency Telephone Number (800) 424-9300 (Chemtrec). DOT ERG#11a-b) 128 Site Address: 19503 South Normandie Ave, Torrance, CA 90502					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.  If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.					
Printed/Typed Name Marisa Sattgast		Signature Marisa Sattgast		Month Day Year 12/11/98	
17. Transporter 1 Acknowledgement of Receipt of Materials Printed/Typed Name Joseph M. Cortez		Signature Joseph M. Cortez		Month Day Year 12/11/98	
18. Transporter 2 Acknowledgement of Receipt of Materials Printed/Typed Name		Signature		Month Day Year	
19. Discrepancy Indication Space					
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Printed/Typed Name Signature Month Day Year					

DO NOT WRITE BELOW THIS LINE.

**I A LAND DISPOSAL RESTRICTION NO I CATION**

Generator: **THE BOEING COMPANY - DOUGLAS AIRCRAFT COMPANY (C1)**  
ProfileNo.: **C0059DP Rev: 00 (Last changed: 08/21/1998)**

EPA I.D. No.: **CAD086510005**  
MANIFEST NUMBER: **98309508**

This notification is submitted to the treatment or storage facility in accordance with U.S. EPA regulations, 40 CFR 268.7(a)(1). The following hazardous wastes, as designated by a check mark in the associated box(es) are included in this waste shipment and are restricted and banned from land disposal unless they are treated to the standards as set forth in 40 CFR 268 (Subpart D).

Waste Analysis Data is: ☐ Attached, or ☒ Not Available

**Form B, Section A. Characteristic Wastes (D001 - D011):**

RCRA Waste No.

☒ **D001 HIGH TOC IGNITABLE LIQUIDS:  $\geq$  10% TOC**

**Treatability Group**

Waste Water	Non Waste Water	Debris
NA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RCRA LAND DISPOSAL RESTRICTION NOTIFICATION

Generator: THE BOEING COMPANY - UGLAS AIRCRAFT COMPANY  
ProfileNo.: C0049DP Rev: 00 (Last changed: 08/06/1998)

EPA I.D. No.: CAD086510005

MANIFEST NUMBER: 98309508

This notification is submitted to the treatment or storage facility in accordance with U.S. EPA regulations, 40 CFR 268.7(a)(1). The following hazardous wastes, as designated by a check mark in the associated box(es) are included in this waste shipment and are restricted and banned from land disposal unless they are treated to the standards as set forth in 40 CFR 268 (Subpart D).

Waste Analysis Data is: ☐ Attached, or ☒ Not Available

Form B, Section A. Characteristic Wastes (D001 - D011):

RCRA Waste No.

☒ D001 HIGH TOC IGNITABLE LIQUIDS:  $\geq$  10% TOC

Treatability Group

Waste Water	Non Waste Water	Deb
NA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

# Manifest Worksheet

12/11/98

## CONTAINER COUNT AND TOTAL WEIGHT

5 gal: 0      55 gal: 0  
15 gal: 0      85 gal: 0      Total No. of Containers: 2  
30 gal: 2      Other: 0      Gross Weight, lbs: 140

MANIFEST: 98309508

TSD: Safety-Kleen Corp.

Seq No.	Pge No.	Line No.	Cont. No.	TSD Profile	Cont Size	LP Blk	Erg No	R Q	Proper Shipping Name	Div.	PG	Zone	PIH	MP	Cont. Type	Total Qty	Unit Wt/ Vol	Waste No. State	EPA Other
1	1	11a	SK98001	C0059D P	30	non-bulk	128	RQ	Waste compound cleaning liquid	3	II				DM	70	P	213	D001

Page 1, Line 11a Manifest Line Item 1	X	RQ, Waste compound cleaning liquid (Monoethanolamine), 3, NA1993, PGII (D001)	001	DM	00070	P	213 D001	11a. C0059DP. Cleaning liquid
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2	1	11b	SK98002	C0049D P.	30	non-bulk	128	RQ	Waste Flammable liquids, n.o.s.	Combustible Liquid	II				DM	70	P	213	D001
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Page 1, Line 11b Manifest Line Item 2	X	RQ, Waste flammable liquids, n.o.s. (Petroleum naphtha), 3, UN1993, PGII (D001)	001	DM	00070	P	213 D001	11b. C0049DP. . Part cleaning solution
--	---	---	-----	----	-------	---	-------------	--

# Manifest Worksheet

12/11/98

## CONTAINER COUNT AND TOTAL WEIGHT

5 gal: 0      55 gal: 0  
 15 gal: 0      85 gal: 0      Total No. of Containers: 2  
 30 gal: 2      Other: 0      Gross Weight, lbs: 140

MANIFEST: 98309508

TSDF: Safety-Kleen Corp.

Seq No.	Pge No.	Line No.	Cont. No.	TSD Profile	Cont Size	LP Blk	Erg No	R Q	Proper Shipping Name	Div.	PG	Zone	PIH	MP	Cont. Type	Total Qnty	Unit Wt/ Vol	Waste No. State	EPA Other
1	1	11a	SK98001	C0059D P	30	non-bulk	128	RQ	Waste compound cleaning liquid	3	II				DM	70	P	213	D001

Page 1, Line 11a Manifest Line Item 1	X	RQ, Waste compound cleaning liquid (Monoethanolamine), 3, NA1993, PGII (D001)	001	DM	00070	P	213 D001	11a. C0059DP. Cleaning liquid
--	---	---	-----	----	-------	---	-------------	-------------------------------

2	1	11b	SK98002	C0049D P.	30	non-bulk	128	RQ	Waste Flammable liquids, n.o.s.	Combustible Liquid	II				DM	70	P	213	D001
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Page 1, Line 11b Manifest Line Item 2	X	RQ, Waste flammable liquids, n.o.s. (Petroleum naphtha), 3, UN1993, PGII (D001)	001	DM	00070	P	213 D001	11b. C0049DP. . Part cleaning solution
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7685 10030

DUNS NO. 05106-0408 FED. ID NO. 39-6090019

CUSTOMER

FOR SERVICE CALL	BRANCH MANAGER	DOC. EXP.	SCHEDULED SERVICE WEEK	SCHEDULED TERRITORY	REFERENCE NUMBER
714 435-0605	KENT HOBGENSTIEFKED	01/09/99	78-45	14	782718
3-026-01-0651 BOEING P.O. BOX 2731 LONG BEACH CA 90801			CREDIT CODE	PREVIOUS BALANCE	BAL. OVER 60 DAYS
FAX all COPIES OF PRINTS BY They are SVC'D TO KANTEN @ 562-593-5109			N	630.83	630.83
B I L L			BUSINESS TYPE	CHAIN	OUTER COUNTY
			09	1516	NO
			LOCATION		
			708805		
			TAX EXEMPTION NO.		
SERVICE DATE	SALES REP NO.	CUSTOMER P.O. NUMBER	CUSTOMER PHONE #	TAX CODE	HANDLING CODE
12-11-98	6843		310-593-8581	05-095-8937	
			ASSOC. CODE	SERVICE TAX	C.O.M.S. TAX
				.0825	.0825
			PRODUCT TAX		

GENERATOR

BOEING  
190TH STREET & NORMANDIE A  
(SVC 19503)  
TORRANCE CA 90502

DEPT	SERVICE/PRODUCT	SERIAL NUMBER	REMARKS/UNIT PRICE	QUAN.	CHARGE	SALES TAX	TOTAL CHARGE	WASTE MIN.	SOLVENT/DRUMS	CC	SERVICE TERM	CHANGE SERVICE TERM (WEEKS/INITIAL)	CHANGE SCH. DATE (YY WW)	INV. CODE	PROMO NO.	RELEASE NO.	MSDS GIVEN
1	0011100	00057508	PULL CODE 4	1	369.75	14.00	383.75	0.00	1	950	8						
2	0033150	33060202	PULL CODE 4	1	236.75	17.88	254.63	45.19	1	975	8						
3	0033150	33061236	PULL CODE 4	1	236.75	17.88	254.63	35.14	1	975	8						
4	11810	17803021		1	145.50	12.00	157.50		1		8						
5	90810	90009210		1	107.70	8.89	116.59		1		8						
6	90810	90009214		1	107.70	8.89	116.59		1		8						
7																	
8																	
9																	
10																	
11																	
12																	

TOTAL-SERVICE/PRODUCTS

683.25 44.76 728.01 728.01  
360.90 29.78 390.68

CHECK APPROPRIATE BOXES	MACHINE CONDITION & CLEANLINESS	GOOD	POOR	DECALS IN PLACE AND LEGIBLE	YES	NO	MACHINE PROPERLY GROUNDED	YES	NO
	LAMP ASSEMBLY CONDITION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FUSIBLE LINK INSTALLED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LOCAL PHONE NO. STICKER AFFIXED TO MACHINE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMERGENCY CLOSING OF LID UNOBSTRUCTED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SPENT SOLVENT MEETS ACCEPTANCE CRITERIA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

MANIFEST NO.	USEPA TRANSPORTER ID NO.	GENERATOR USEPA ID NO.	GENERATOR STATE ID NO.
98309208	IL0984908202	CAD0086510005	

11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID.)

WASTE COMPOUNDS, CLEANING LIQUID (MONOETHANOLAMINE) NA1760 PG III (0006) (0008, 0018, 00270039 0040) (ERG#154) 7.7#/GL  
WASTE COMBUSTIBLE LIQUID, N.O.S. (PETROLEUM NAPHTHA) NA1793 PG III (0039, 0008, 0018, 0040) (ERG#128) 6.7#/GAL

12. CONTAINERS NO.	13. TOTAL QUANTITY	14. UNIT WT/VOL	SK DOT NUMBER	5163055	I CERTIFY THAT MY TOTAL WASTE STREAMS ARE WITHIN ONE OF THE FOLLOWING CATEGORIES:
DM		C	950		0 TO 220 LBS/MONTH
DM		C	975		INITIALS
					220 LBS. TO 2,200 LBS/MONTH
					INITIALS
					GREATER THAN 2,200 LBS/MONTH
					INITIALS

DESIGNATED FACILITY NAME AND ADDRESS

SAFETY-KLEEN SYSTEMS, INC.  
2120 SOUTH YALE ST  
SANTA ANA, CA 92704

USA EPA ID NO. CAT000613976  
STATE ID NO. CAT000613976

CASH <input type="checkbox"/>	TOTAL RECEIVED	APPLY PAYMENT TO:
CHECK NUMBER		<input type="checkbox"/> TODAY'S SERVICE/SALE <input type="checkbox"/> PREVIOUS BALANCE AS FOLLOWS
INVOICE #	AMOUNT \$	INVOICE #
AMOUNT \$		AMOUNT \$
PREVIOUS CREDIT CARD NO		
CREDIT CARD NO	AMEX VISA MC	EXP. DATE
CUSTOMER REFERENCE INFORMATION		

LDR MESSAGE

LDR REQ'D

MANIFEST CODE SEQ #  
10 322

IN THE EVENT OF AN  
EMERGENCY CALL  
1-800-468-1760 (24 hours)

I AGREE TO PAY THE ABOVE CHARGES AND TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. PLEASE CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION. THE INDIVIDUAL SIGNING THIS DOCUMENT IS DULY AUTHORIZED TO SIGN AND BIND CUSTOMER TO ITS TERMS.

"This is to certify that the above-named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation."

Print Customer Name  
By: Marcia Sattgast  
Customer's Authorized Representative

TOTAL CHARGE (FROM ABOVE)  
WASTE MIN. (FROM ABOVE)  
TOTAL DUE 390.68

DO NOT WRITE IN THE AREA BELOW

782718  
7-088-05-1614-9

SERVICE AND SALES ACKNOWLEDGMENT  
PART 1367 (Rev. 7/96)

BOE-C6-0200312

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

**BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS. IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFETY-KLEEN SERVICE CENTER OR CALL 1-800-669-5740.**

**A. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND PAINT GUN CLEANER SERVICES.** The following three paragraphs A. 1-3 apply only where Safety-Kleen furnishes its Parts Cleaner or Paint Gun Cleaner Services to Customer:

1. Safety-Kleen agrees to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to parts or paint gun cleaner machine(s). Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Safety-Kleen shall reclaim the used solvent for redelivery. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and Customer agree that this agreement is intended to satisfy the requirements of 40 Code of Federal Regulations 262.20(e), as amended, and any state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last service.
2. Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees that it not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCBs), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or aqueous cleaning solution.
3. If Safety-Kleen provides its Nonhazardous Parts Cleaner or Paint Gun Cleaner Services to Customer, Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise blended in any quantity with any material that would render the solvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents warrants and certifies that such solvent or aqueous cleaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its waste solvent or aqueous cleaning solution analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.

**B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES.** The following paragraph B. 1 applies only where Safety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or Imaging Services to Customer:

1. Customer acknowledges placement of the parts cleaner unit(s), immersion cleaner unit(s), paint gun cleaner unit(s), metallic replacement compliance unit(s) and/or electrolytic unit(s) set forth on the face of the Safety-Kleen Agreement Form which was executed by Customer. Safety-Kleen agrees to service and maintain its equipment, and Customer agrees that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions shall remain the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer elects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Customer upon such disposal. In such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws, regulations and orders and (b) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder at Customer's site.

**C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY AND IMAGING SERVICES.** The following two paragraphs C. 1-2 apply only where Safety-Kleen furnishes its Fluid Recovery or Imaging Services to Customer:

1. In accordance with the Waste Handling Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents and warrants to Safety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Survey that was submitted by Customer for such Waste Materials and the Prequalification Evaluation which bears the SK Survey Number associated with that particular stream of Waste Materials. Customer acknowledges and agrees that the Waste Materials shall be handled in accordance with the terms of the Waste Handling Agreement.
2. If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Survey/Prequalification Evaluation and (b) have not been mixed, combined or otherwise blended in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.

**D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE.** The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all paint thinners, solvents and paints ("Paint Waste") generated by Customer and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
2. Customer agrees that Paint Waste that is not pumpable or has six inches or more of settled solids will be subject to additional charges.
3. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customer hereunder, Customer represents, warrants and certifies that the Paint Waste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste was produced in the same process that produced the Paint Waste that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its paint waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.

**E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE.** The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry Cleaning Service to Customer:

1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning filter cartridges, filter powder and all residues containing perchloroethylene, petroleum naphtha or trichloroethane dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer agrees to store its Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix its different streams of Dry Cleaning Waste together or with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
2. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

**F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES.** The following six paragraphs F. 1-6 apply to all Safety-Kleen Services:

1. Safety-Kleen agrees to indemnify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Customer may incur, become responsible for, or suffer by reason of: (a) Safety-Kleen's breach of any representation, warranty, term or provision of this Agreement or (b) the negligence, intentional misconduct or violation of law of Safety-Kleen, its employees, agents or subcontractors in the performance of this Agreement.

Customer agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of: (a) Customer's breach of any representation, warranty, term or provision of this Agreement (b) the negligence, intentional misconduct or violation of law of Customer, its employees, agents, or subcontractors in the performance of this Agreement.

In the event that any claims, penalties, losses, damages, costs, expenses, and other liabilities referred to above are contributed to by the breach of contract, negligence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degrees of fault.

2. Customer certifies that all materials tendered to Safety-Kleen are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.
3. Customer agrees that service hereunder will continue until Customer or Safety-Kleen terminates service. If Customer is a party to a One or Two Year Service Agreement or Exclusive Service/Guaranteed Pricing with Safety-Kleen, the parties may only terminate service as provided in such agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with sixty (60) days prior written notice thereof.
4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Exclusive Service Agreement, prices will be as set forth in such agreement. Prices do not include any applicable sales tax. All amounts due Safety-Kleen are subject to an interest charge of the lesser of 1 1/2% per month (18% per annum) or the maximum rate allowed by law on any unpaid invoices that are not paid within thirty (30) days.
5. If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.
6. In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document, Safety-Kleen is authorized to charge the amount of this transaction to Customer's Safety-Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and are authorized and permitted, in accordance with all applicable laws and regulations, to transport, accept, store, reclaim and/or dispose of the wastes listed on this document.